

This Agreement, executed in duplicate, entered into on (date) , between the _____ hereinafter referred to as **School Food Authority (SFA)** and the _____ hereinafter referred to as _____ is made for the purpose of providing:

- ☐ Lunches under the National School Lunch Program
- ☐ Breakfasts under the School Breakfast Program
- ☐ Snacks under the Meals Supplements in the National School Lunch Program
- It is hereby agreed that:
- The _____ will perform the free and reduced price application process, including review and approval of applications, and will provide the _____ with a list of names and eligibility categories for all enrolled children.
 - The _____ will provide all personnel necessary to serve and supervise the consumption of the meals. **SFA** will provide training to staff of _____ on point-of-service meal counts and completion of all required documents.
 - The _____ will perform the verification process and will notify the _____ of its findings so that necessary adjustments may be made.
 - The **SFA** will provide meals that comply with the nutrition standards established by the United States Department of Agriculture to the _____.
 - The _____ will be responsible for point-of-service meal counts.
 - The **SFA** will represent the _____ as the “Sponsor” and will claim reimbursement from the California Department of Education for all meals served to children enrolled in the _____. Reimbursement will be claimed at the rate of one meal per day per child. Reimbursement will be claimed only for complete meals taken by eligible children. Reimbursement will be claimed according to each child’s eligibility category.
 - The _____ will perform the required edit checks
 - The _____ will ultimately be responsible for meal count and claiming accountability.

- The _____ will assume responsibility for any overclaims identified during a review or audit
- **SFA** will prepare the meals in the (name of school/facility) cafeteria located at (address of school/facility). This preparation site will maintain the appropriate state and local health certifications for the facility.
- The number of meals prepared by the **SFA** will be equal to the number of students enrolled and in attendance at the _____. The _____ will notify the **SFA** of the number of meals needed no later than (time) each day. The _____ will be obligated to accept and pay for the number of meals requested but not served. The _____ will not be obligated to provide any meals on days when _____ schools are not in session.
- The _____ will provide all the equipment necessary to transport the meals.
- The _____ will be responsible for transporting the meals from the _____ cafeteria. The pick-up or delivery will be no later than (time).
- Both parties will be responsible for maintaining the proper temperature of the meal components until they are consumed.
- The _____ will return on a (daily), (weekly), (monthly) basis any and all property owned by the **SFA**.
- The _____ will provide the necessary utensils, straws, and napkins.
- No later than one (1) week prior to the end of each month the **SFA** will provide to the _____ a monthly menu covering the meals to be served for the following month.
- The **SFA** will submit to the _____ itemized invoices for the meals provided by the _____. The invoices will be for the actual cost of producing meals plus payments from the participating children and adults minus the state and federal reimbursements. The _____ will submit payment to the **SFA** in such form as required by the **SFA** on or before the _____ day of the following month.
- When requested by the _____, the **SFA** will provide sack meals for field trips that meet the meal pattern requirements. Sack meals for field trips will be requested at least _____ working days in advance. The cost per meal will remain the same as for the regular meal.
- Gifts or exchanges of commodities are not permitted. Until the students consume it, the food prepared remains the property of the state and federal governments.
- The _____ will indemnify and hold the **SFA** and its officers, employees, and agents harmless from any and all liability, cost, or expense arising out of the performance of the agreement.

- The _____ will keep and maintain liability insurance, including extended coverage for product liability in an amount no less than (show amount) for each occurrence and will provide the **SFA** with a certificate evidencing insurance in the amount, naming the **SFA** as an additional insured and specifying that the coverage will not be canceled or modified without _____ days prior written notice to the **SFA**.
- Both parties will comply with all applicable federal, state and local statutes and regulations with regard to the preparation and consumption of meals which meet the National School Lunch Program and/or School Breakfast Program meal requirements, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals, and nondiscrimination. All records maintained by both parties will be open to inspection by proper Federal, State, and local authorities in accordance with applicable statutes and regulations.
- Once approved by the California Department of Education, this agreement is permanent unless terminated by either party on _____ days written notice with cause.
- All business and information relating to the execution of this agreement and the services thereof, including kitchen visitations, will be directed to the Director of Food Services, **SFA**.

Name of school food authority	
Name and title of school/agency official	Telephone No:
Signature of school/agency official	Date:
Name of receiving school/agency	
Name and title of receiving school/agency official	Telephone No:
Signature of receiving school agency official	Date: